

BCA AUTOVEILING – ENCHERES AUTOS

GENERAL TERMS AND CONDITIONS Company specialised in the Automotive industry

FOREWORD

BCA AUTOVEILING – ENCHERES AUTOS (hereinafter referred to as BCA) is a limited company headquartered at 8 rue du Bosquet, 1400 NIVELLES, registered at Banque Carrefour des Entreprises belges under number 0451.756.120 and specialised in organising, managing and conducting voluntary auction sales of used vehicles.

Within this framework, BCA buys used vehicles from private citizens and companies (original vendors), prepares them for sale by carrying out a summary technical inspection of the vehicles and taking photos of them, puts the vehicles up for sale (through online auctions) and sells them to the highest bidders (purchasers), which must be companies specialised in the automotive industry and registered beforehand on the bca.com website.

Dealings between BCA and the companies registered on its website are governed by these general terms and conditions.

IN LIGHT OF THE FOREGOING, THE COMPANY'S GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Definitions

Purchaser means the highest Bidder, subject to having reached the Reserve Price. The Award by Tender of a Vehicle consists in a double sale: first, the Vehicle belonging to the Original Vendor is sold to BCA then, immediately afterwards, the Vehicle belonging to BCA is sold to the Purchaser.

Technical Assessment means the visual inspection, without disassembly, of the overall appearance of the engine, mechanical parts and tyres, and a driving test limited to 300m. The Technical Assessment does not include verification of the following parts (non-exhaustive list): Injectors, Turbo, Cylinder Head, Flywheel, Particle Filter, Silent Block, Catalyst, Gear Box, etc. Given that the driving test is limited to 300m, only the first three gears are used.

General Terms and Conditions means these general terms and conditions of BCA as accepted by the Company specialised in the Automotive industry when it registered on the BCA website.

Bidder means any Company specialised in the Automotive industry that is registered on BCA's website and taking part in an Auction organised by BCA using a personal and confidential code (received on Registration).

Company specialised in the Automotive industry means a company within the meaning of Article I.1,1° of the Business Law Code and which, as a routine part of its business operations or in order to fulfil its statutory purpose, buys and sells vehicles or does work in relation to an automobile, and whose business operations fall under one of the following NACE codes: and whose main business falls under one of the following NACE codes: 38.31Z, 38.32Z, 45.1, 45.2, 45.3, 45.4, 46.77Z, 49.3, 49.4, 77.1, 77.3.

An **ELV Accredited Company** is a Company specialised in the Automobile industry and engaged in managing end-of-life

vehicles in accordance with the Order of 15 April 2004 on the management of end-of-life vehicles. Within the meaning of Articles 78/1 to 78/7 of the ordinance concerning the environmental licence and Article 20 of the Order of 15 April 2004 on the management of end-of-life vehicles, this refers solely to the holders of ELV accreditation authorising the dismantling or destruction and recycling of vehicles, issued by Bruxelles Environnement.

Registration means the registering of a Company specialised in the Automotive industry with BCA for the purpose of taking part in the Auctions organised by BCA.

Opening Bid means the starting price of the auction. The Opening Bid is different from the Reserve Price.

Photo Pack means the photographs taken at BCA premises of a Vehicle offered for sale at a Sale organised by BCA.

Reserve Price means the minimum price set by BCA, below which the item may not be sold.

Vehicle includes Used Vehicles, Electric Vehicles, Damaged Vehicles, Malfunctioning Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles, as defined below.

Used Vehicle means any used motor vehicle within the meaning of the Royal Decree of 5 April 2019 governing contracts for the sale of motor vehicles, i.e. any motor vehicle that has already been registered and is put up for sale by BCA.

Damaged Vehicle means any damaged Used Vehicle, running or non-running, put up for sale.

Malfunctioning Vehicle means any non-running Used Vehicle, other than Damaged Vehicles, put up for sale by BCA.

End-of-Life Vehicle (ELV) means any Used Vehicle earmarked for destruction or disassembly and put up for sale by BCA.

“€50 Opening Bid” Vehicle means any Used Vehicle put up for sale by BCA and subject to an opening bid of €50.

Offsite Vehicle means any Used Vehicle not kept at a BCA site but put up for sale by BCA.

Original Seller means the private individual or the company that is selling a vehicle to BCA in order for it to be auctioned off to a Company specialised in the Automotive industry.

Running Vehicle means any Used Vehicle capable of running, with the exception of Damaged Vehicles, Broken-Down Vehicles or End-of-Life Vehicles.

Non-running Vehicle means any Damaged Vehicle, Broken-Down Vehicle or End-of-Life Vehicle.

Public Auction means the voluntary public auction sales organised by BCA and conducted online on the www.bca.com website.

2. Purpose of the General Terms and Conditions

The purpose of the General Terms and Conditions is to define the terms and conditions under which BCA organises and conducts Vehicle Auctions on its www.bca.com website. These General Terms and Conditions supersede and prevail over any other condition or document issued by the Company specialised in the Automotive industry or by BCA on the same subject.

3. Running of Public Auctions

3.1 - Notice of Public Auction

A notice is issued before each Auction. The fact that photographs and descriptions of the Vehicles are displayed on the BCA website, www.bca.com, prior to each Auction or even during auctions is deemed to constitute notice.

3.2 - Access to Auctions - Start of Auctions

Auctions conducted electronically are only open to Companies specialised in the Automotive industry that have obtained prior confirmation of their Registration by BCA, as defined in Article 4 hereof.

BCA also reserves the right, at any time, to suspend access to Auctions by a Company specialised in the Automotive industry pending receipt of any additional information or document required.

The Company specialised in the Automotive industry acknowledges that it has been informed that certain Auctions are restricted to ELV-Accredited Professionals and that, for want of this status, it is not allowed to access said Auctions.

Bids for a vehicle may be submitted only during the period of time set aside for said vehicle's sale, which is specified in the notice of sale.

A Company specialised in the Automotive industry may take part in an Auction session at any time between the opening and the closure of the Auction session. The Company specialised in the Automotive industry may either submit an absentee bid prior to the start of the Auction or make a bid online while the Auction is in progress.

Once a Bid has been submitted for a vehicle, it is irrevocable and cannot be annulled or revised downwards. When accessing the Auction, the Company specialised in the Automotive industry is required to unconditionally approve the current General Terms and Conditions.

3.3 - End of Auction, Winning Bid and Transfer of Risks

BCA notes the highest and last electronic bid recorded by the computer server before the end of the session and designates the highest Bidder as Purchaser, provided that the Reserve Price has been reached.

In the event of an absentee bid for an amount equal to that of a bid made online during the Auction session, the bid made online during the Auction session shall always have priority over an absentee bid submitted before the start of the Auction. In the event that two or more different Bidders submit equal bids during the Auction session, the first bid submitted is deemed to be the highest, without prejudice to what is stated in the previous paragraph.

Where the Reserve Price is reached, the sale is then completed at the price of the highest bid and the Purchaser assumes all of the buyer's obligations, in particular the obligation to pay the price as determined by the Auction. Risks are transferred to the Purchaser once the winning bid is announced.

3.4 - Reservation of title

Notwithstanding Article 1583 of the Civil Code, title to the Vehicle being sold shall only be transferred once BCA has actually received full payment of the price.

The full payment of the price then results in the delivery of the Vehicle and/or documents to the Purchaser. In any event, the administrative documents shall be delivered by post to the Purchaser's address within 15 days (unless otherwise decided) of payment of the price.

Notwithstanding the above, when the vehicle being sold is intended for export, it shall be made available on receipt of the payment price. The vehicle's documents and papers, on the other hand, will be released to the Purchaser only when BCA has received the relevant documents as proof of export (CMR, etc.).

Failing payment of the Vehicle's purchase price by the Purchaser within seven days after BCA has sent a formal notice to settle, the Purchaser shall be deemed to have definitively abandoned the Sale and BCA will be free to do as it wishes with the Vehicle.

If the Owner-Seller does not put the Vehicle back on sale with BCA within three (3) months of the announcement of the winning bid, the sale shall be automatically annulled without prejudice to any damages that may be sought from the defaulting Purchaser.

Without prejudice to the preceding paragraph, the defaulting Purchaser irrevocably undertakes to pay the cancellation fees and penalties mentioned in Appendix 1, without prejudice to any damages and interest payable to compensate for the loss suffered by the Seller Owner.

Should the sale be annulled at the expense of the Purchaser, for whatever reason, BCA reserves the right:

- To temporarily or permanently suspend the account of the Company specialised in the Automotive industry, including its access to Auctions;
- To apply the legal principle of set-off before returning the price paid.

3.5 - Specific features of Online Auctions

The Auctions organised by BCA on its website www.bca.com concern only Used Vehicles.

BCA sells vehicles individually and not in bulk lots.

BCA reserves the right to withdraw from sale, before and during Auction, any Vehicle that may be subject to a potential or actual claim or dispute.

The Company specialised in the Automotive industry shall be responsible for having compatible technical and computer equipment enabling it to access online Auctions.

Under no circumstances may BCA be held liable for any direct or indirect damage sustained by the technical and computer equipment of the Company specialised in the Automotive industry as a result of accessing online Auctions, as defined in Article 15 hereof.

BCA may not, under any circumstances, be held liable for any malfunction, quality defect or suspension of service. The Company specialised in the Automotive industry shall not be entitled to any compensation should website service be interrupted for any reason or duration whatsoever. This is because BCA cannot guarantee permanent, uninterrupted access to its website. The site's operation may be disrupted by numerous factors over which BCA has no control, or by cases of force majeure for which it declines any responsibility. Even when acting as an intermediary, the Company specialised in the Automotive industry is deemed to be acting on its own behalf and shall therefore be personally liable.

The display of bids on-screen may lag slightly behind universal time, depending on the configuration of the computer equipment of the Company specialised in the Automotive industry that is bidding.

Notwithstanding the foregoing, BCA reserves the right to refuse any bid which may seem doubtful for any reason whatsoever.

BCA also reserves the right to suspend access to online Auctions at any time, including during an auction session, should the Company specialised in the Automotive industry behave in an irrational, disruptive or problematic manner.

The Original Vendor is not allowed to bid for a Vehicle that it has itself entrusted to BCA.

Similarly, the Company specialised in the Automotive industry or the ELV-Accredited Company undertake not to directly contact the Owner-Seller at any time or for any reason whatsoever without BCA's prior, written and express consent. Failure to comply with this provision shall result in permanent suspension of the account of the Company specialised in the Automotive industry or the ELV-Accredited

Company. Even though the Company specialised in the Automotive industry and the ELV-Accredited Company are not consumers under the terms of the Business Law Code and therefore do not have any right of withdrawal, we would point out, for information, that online auctions are, in any case (and even in the event of sales to consumers), explicitly excluded from the scope of the right of withdrawal (Article VI.53, 11° of the Business Law Code). Consequently, each bid placed and each contract award is final. Any Purchaser who refused to assume its obligations would be open to a claim for damages and to immediate and permanent exclusion from the Online Auctions website, without prejudice to the penalties and costs provided for in Appendix 1.

4. Registration

Any registration with BCA for the purpose of taking part in the Auctions shall render these General Terms and Conditions enforceable against any registered party.

4.1 – Participation in auctions

Any Company specialised in the Automotive industry that wishes to take part in auctions organised by BCA must first register online on www.bca.com and provide the following information and documents:

- Abstract from the Banque Carrefour des Entreprises concerning the company, dating from within the last three months;
- A photocopy of the ID card or passport of the company's legal representative;
- Where applicable, authorisation granted to the bidder, duly signed by the legal representative;
- A valid intracommunity VAT number;
- Where applicable, a document mentioning a delivery address that is different to the one registered on the Banque Carrefour des Entreprises abstract.

Once the registration form has been submitted, BCA contacts the Company specialised in the Automotive industry within 24 working hours following its online registration request in order to validate the information and check its compliance with the current legislation and internal VAT processing rules.

On receipt of all of the documents required for registration, BCA gives the Company specialised in the Automotive industry a brief presentation on general use of the platform and the conduct of the sales. **A personal, confidential login** will then be sent to the professional by email, enabling it to submit bids.

4.2 - Special case of ELV-Accredited Companies

Any Company specialised in the Automotive industry, in order to be recognised as an ELV-Accredited Company, must, in addition to the aforementioned documents, provide a certified copy of its ELV accreditation issued by Bruxelles Environnement.

The ELV-Accredited Company authorised to issue a certificate of destruction mentioned in Articles 32 and 38 of the Order

of 15 April 2004 in relation to the management of end-of-life vehicles also undertakes to send BCA, on an annual basis, the inspection report issued by the independent certification body mentioned in Article 21 of the Order of 15 April 2004. If any case, BCA reserves the right, as and when necessary, to request any further information required prior to approving a Registration or after completion of the Registration.

On the Purchaser's first purchase of a Vehicle, BCA contacts the Purchaser by phone and provides after-sales information to ensure that the Vehicle can quickly be made available for collection by the Purchaser or for delivery by BCA.

5. Suspension of access to online sales on www.bca.com

Notwithstanding any duly approved Registration, BCA reserves the right to temporarily or permanently suspend the Registration and associated access to the Belgian and European Auctions for the following reasons including, but not limited to:

- Failure to communicate or provide any document requested by BCA (in particular the certified copy of its annual ELV accreditation);
- Failure to pay for vehicles more than 10 days after being given formal notice to this effect;
- Arrears of €300 (excluding VAT) or more, 30 calendar days or more after having received formal notice to settle;
- Cancellation of a vehicle for the third time in the course of any one calendar year;
- Improper behaviour towards BCA staff;
- Disclosure of the personal and confidential code to third parties;
- Proven or suspected fraud, false pretence or any unlawful behaviour;
- Contact with an Original Vendor;
- Irrational behaviour, inappropriate or insulting attitude to BCA staff, disruption of the auctions in progress

BCA shall inform the Company specialised in the Automotive industry of the suspension of its account by any reasonable means.

Should the Purchaser pay its arrears more than 30 calendar days after receiving formal notice to settle, release fees shall be applied as set out in Appendix 1 if BCA decides to unblock access to the website www.bca.com.

If the Purchaser is also in arrears with other BCA Europe subsidiaries abroad, then all debts must be settled before the account will be released. Release fees shall apply only in the country with the largest outstanding invoice.

6. Vehicle description

BCA undertakes to provide the information listed below for vehicles on sale at www.bca.com and stored at the company's centres.

6.1 – Vehicle description:

- Make
- Model
- Year of first registration
- Odometer reading
- Gearbox type
- Fuel/energy type
- Vehicle colour
- Number of seats (may differ from the car registration papers)
- Number of doors
- Previous use of the vehicle
- The car's VAT regime
- Battery purchase or lease for electric vehicles
- Presence or absence of vehicle documents at the time of sale at BCA

6.2 List of the vehicle equipment.

6.3 Set of promotional photos of the vehicle.

6.4 Availability or otherwise of the vehicle's service history.

Where information is recorded digitally, a picture of the dashboard screen displaying the service history will be provided.

6.5 Availability or otherwise of a spare key.

If important last-minute information about a vehicle must be shared before or during an auction, it will be provided in writing in Nederland, French and English. If there is a risk of the information not being understood, the vehicle will be withdrawn from sale and re-entered for auction in a later sale.

In accordance with Article 4, §1 of the Act of 11 June 2004 on the information to be provided on the sale of a used vehicle, once the Vehicle has been sold, BCA undertakes to provide the Purchaser with an invoice and a document recording the sale and setting out the following information:

- The Vehicle's make and model;
- The year in which it was first registered;
- The Vehicle's chassis number;
- The mileage shown on the counter at the time of Sale;
- The Sale price;
- The date of the Sale;
- The name and address of the buyer and the seller.

7. Vehicle condition

The Vehicles are put on sale "as seen" with the registration certificate.

The Vehicles stored at BCA centres undergo a Technical Assessment, except for "€50 Opening Bid" vehicles, Damaged Vehicles, Broken-down Vehicles, and End-of-Life Vehicles.

The Technical Assessment consists in a summary visual technical inspection of the vehicles. The information contained in the report is based on the observations made by members of BCA's technical staff at the time of the inspection. Photos of any damage identified on either the interior or exterior of the Vehicle are also available. These vehicles are sold with sufficient battery power to start the engine.

Vehicles located outside BCA centres do not come with a Technical Inspection conducted by BCA, but may have other descriptive documents provided by the Original Vendor, without any warranty whatsoever from BCA.

8. Payment for vehicles

8.1 – General principles

After the sale, the Purchaser shall receive an invoice via e-mail.

The amount of the winning bid, plus any selling costs, must be paid by bank transfer within **2 business days of the sale**.

The price schedule applicable to selling costs is the one shown in Appendix 1 hereto, in force when the auction session opens.

Once payment has been made, the vehicle's issue voucher is sent by email.

If the bank account of the Company specialised in the Automotive industry is not located in the same country as that of the Purchaser's company, and unless the Company specialised in the Automotive industry provides proof that the company owns the bank account through which the transfer was made, BCA reserves the right to contact the Purchaser and ask for the transfer to be made from the country in which the company operates.

In the case of a sale to a foreign Company specialised in the Automotive industry, BCA may annul the sale if the Purchaser does not have a valid intracommunity VAT number.

Administrative documents will be delivered via registered post to the Purchaser's address on receipt of payment in the case of French customers and, in the case of foreign customers, on receipt of the last original copy of the CMR bearing the stamps of BCA, the carrier and the Purchaser.

If the Company specialised in the Automotive industry operates in a country other than Belgium and wishes to have the Vehicle documents available at the time of collection, it will have to pay the due amount of VAT. This VAT payment will be refunded on receipt of proof of export.

BCA will issue a first payment reminder on the third calendar day after the invoice was sent, and a second payment reminder on the fifth calendar day after the invoice was sent. Should the Purchaser fail to make payment within 10 calendar days after the invoice date, BCA reserves the right to annul the sale at the Purchaser's expense, automatically

block the Purchaser's access to www.bca.com and invoice the Purchaser for the annulment fees set out in Appendix 1. The Purchaser's account will remain frozen until all invoices have been settled in full (including the annulment and release fees).

8.2 – Special case of electric vehicles with battery rental

With regard to electric vehicles sold with a battery rental contract, in conjunction with the payment and as soon as the vehicle is purchased, the Purchaser acknowledges its responsibility for taking over the vehicle's rental agreement and taking all necessary steps to formalise the transfer of ownership into its name.

9. Vehicle collection

Vehicles may not be collected until all amounts due have been paid in full.

Collection charges are applied to the Vehicle invoice as set out in Appendix 1.

Once all amounts due have been paid in full, the Vehicle may be collected at the Purchaser's risk and under the Purchaser's sole responsibility, notably with regard to insurance obligations and compliance with the Highway Code.

Any carrier or person not in possession of a release note and/or waybill (CMR) and/or the appropriate equipment for loading the Vehicle, especially for Damaged Vehicles, Malfunctioning Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles, shall be denied access to the Vehicle.

Any reservations must be stated in writing at the time of collection on the release note or waybill.

BCA may not be held liable for any damage that may occur during vehicle collection, whatever the cause.

The maximum time allowed for collecting the vehicle is 13 days after the date of sale (21 calendar days if the vehicle is sold outside Belgium). The maximum time allowed for collecting a Damaged, Malfunctioning or ELV Vehicle is 17 calendar days after the date of sale for a vehicle sold in Belgium, and 21 calendar days for a vehicle sold abroad. After the allotted time, parking fees will be charged per additional day on the company's premises, as per the fee schedule shown in Appendix 1 of these General Terms and Conditions.

Whenever a vehicle is to be collected by a third-party carrier, the storage centre must be given at least 24 hours advance notice by email of the carrier's arrival (email address available on the release document), providing the vehicle plate number and attaching the release document.

In any event, the sale will be automatically annulled, at the Purchaser's expense, if the Purchaser fails to collect a Vehicle that has been paid for within 15 days of receiving, yet failing to act on, formal notice. If so, the Purchaser will be irrefragably and irrevocably deemed to have authorised BCA to put the said Vehicle on sale, with no Reserve Price. BCA undertakes to repay to any Purchaser who fails to collect their

Vehicle the balance of the price of the auctioned Vehicle less legal deduction of the fixed selling, parking and annulment costs set out in Appendix 1, without prejudice to any claims for damages. No Compensation may be claimed by the Purchaser.

BCA may not be held liable for the conditions of transport and delivery of the Vehicle, which are entrusted to a carrier and under the latter's responsibility.

Except in the case of force majeure, the Purchaser may request cancellation of the sale by registered letter with acknowledgment of receipt should BCA be unable to deliver the Vehicle. If so, BCA undertakes to refund the price paid by the Purchaser. No compensation may be claimed by the Purchaser.

10. Sales abroad

To qualify for an exemption from VAT, a Purchaser whose head office is situated outside the EEC must use a third-party carrier and freight forwarder for customers outside the EEC. VAT-exclusive invoicing is only possible if a CMR document is submitted on collection of the vehicle(s). The third-party carrier must be able to furnish proof of its business operation and its accreditation. BCA reserves the right to refuse a CMR.

The Vehicle documents will be kept until the price of the vehicle and the costs incurred in the vehicle's purchase have been paid in full and all of the following documents have been submitted:

- Last original copy of the CMR bearing the stamps of BCA, the carrier and the Purchaser, along with the Purchaser's address;
- Export declaration;
- Carrier insurance policy or transport invoice (minimum €400,000).
- For non-EU customers, the EX1 documents. Customers headquartered outside the European Union must also submit the EX1 document.

Without these documents, the Purchaser will have to pay the tax-inclusive price for its purchases and apply to its country's tax authorities directly to recover the VAT.

If the Purchaser wishes to obtain the Vehicle documents at the time of pickup, it will have to pay the VAT. This VAT payment will be refunded on receipt of proof of export.

If the delivery address is different from the address of the Purchaser's head office, the Purchaser must complete the relevant document (Confirmation of Alternative Delivery Address), in accordance with Article 4.1 of these General Terms and Conditions. By signing this document, the Purchaser confirms:

- That all of the vehicles and the related documents/accessories are to be delivered to the delivery address, which is located in the same country as the Purchaser's head office;

- That the address provided is effectively under its control and that it is able to securely take delivery of the vehicles at this address;
- That it assumes full responsibility for all of the vehicles once they have been delivered to the specified delivery address.

The parking and collection fees indicated in Appendix 1 are applicable to sales abroad.

11. Special cases: Damaged Vehicles, Malfunctioning Vehicles, End-of-Life Vehicles and Two- or Three-wheeled Vehicles.

11.1 - General provisions

At sales of Damaged Vehicles or End-of-Life Vehicles, some of the vehicles will be subject to the French VE procedure (damaged vehicles) or the French VEI procedure (vehicles not economically viable to repair).

Vehicles subject to these procedures may only be re-registered in Belgium after approval of the repairs by an accredited appraiser.

11.2 - ELVs

Access to the sale of End-of-Life Vehicles is limited to Companies specialised in the Automotive industry and holding ELV accreditation.

A Company specialised in the Automotive industry and holding ELV accreditation undertakes to comply with, and guarantee to BCA that it complies with, any legislation or regulation or any applicable environmental standard, notably with respect to the dismantling of any vehicle, such that BCA may not be held liable in any manner whatsoever in this regard.

The Company specialised in the Automotive industry and ELV-accredited undertakes to immediately provide BCA with any certificate of destruction issued for a vehicle sold by Auction.

11.3 - Damaged electric or hybrid vehicles

In the case of damaged electric or hybrid vehicles, the battery must be disconnected before the vehicle can be handled and/or moved, whether for transport or storage purposes. The battery must be disconnected by either the seller, the carrier or the buyer, as appropriate, prior to moving the vehicle at all. In any case, BCA is not in charge of carrying out the disconnection operations and may not be held liable for any physical and/or material damage resulting from:

- The lack of disconnection;
- Partial, incorrect, non-industry standard disconnection or disconnection conducted in violation of any applicable regulations;
- Or, more generally, any act or omission in carrying out the disconnection by the personnel of the vehicle's owner, of the carrier or of the purchaser.

The person carrying out the disconnection must hold accreditation obtained through theoretical and practical training duly validated in accordance with the applicable NF UTEC 18-550 standard on electrical accreditation for electric and hybrid vehicles, issued by a specialist body (such as APAVE/NEOMIS or equivalent), which must be currently valid and, as applicable, up to date with all regulatory or legislative developments.

When a foreign company operates in Belgium to manage a vehicle that requires a battery disconnection, it:

- Must comply with applicable employment law and all electric and hybrid vehicle accreditation regulations;
- Is required to provide its personnel with training equivalent to that provided under Belgium law, thereby guaranteeing the safety of its personnel assigned to the handling and processing of electric or hybrid vehicles.

The entity and/or individual in charge of battery disconnection (whether the seller, the buyer or the carrier) shall be exclusively and entirely liable vis-à-vis BCA for the fulfilment of its obligations hereunder.

The latter shall indemnify and hold harmless BCA, its corporate officers, shareholders, directors and employees against all costs, losses, damage and indemnities resulting from any violation hereof, notably, but not limited to, those resulting from the absence of disconnection, any disconnection carried out without adequate authorisation or with unsuitable equipment, improper handling of the vehicle or unsuitable storage of the vehicle, and including when the damage is caused when the vehicle is located at BCA premises.

11.4 - Delivery of specific vehicles by BCA

The Company specialised in the Automotive industry acknowledges that it has been informed that non-functioning and/or damaged Vehicles, two- or three-wheeled Vehicles, industrial Vehicles and agricultural machinery are subject to specific quotes.

The removal of the Vehicle from the storage site where it is located is to be carried out by a carrier under its sole responsibility.

12. Photo Pack

12.1 - General rules

Certain Vehicles offered for sale by BCA are photographed for inclusion in a Photo Pack.

Vehicles for which a Photo Pack is available are indicated with a camera pictogram beneath the photo of the Vehicle concerned in the sales catalogue.

For each Vehicle for which the Company specialised in the Automotive industry is acknowledged as the Purchaser, the

latter may obtain and use the Photo Pack for the Vehicle concerned to assist with reselling the Vehicle to its own customers.

The option of obtaining and using a Photo Pack is confined to Companies specialised in the Automotive industry who are customers of BCA and who have accepted these General Terms and Conditions unreservedly.

The Company specialised in the Automotive industry acknowledges that it may obtain and use a Photo Pack only for a Vehicle of which it is the declared Purchaser and none other.

The Photo Pack is provided at no additional cost to the Sale prices set out in Appendix 1.

The Company specialised in the Automotive industry accordingly acknowledges that the absence or non-availability of a Photo Pack, for whatever reason, shall not justify any reduction in the Sale prices, which will remain as set out in Appendix 1 and which the Company specialised in the Automotive industry undertakes to pay for each winning bid, notwithstanding the lack of provision of a Photo Pack.

12.3 – Downloading the Photo Pack

The Photo Pack consists of multiple electronic files corresponding to the photos of the Vehicle, which are accessible and can be downloaded by, and at the sole discretion of, the Company specialised in the Automotive industry, from its “My account” page on the website www.bca.com.

The Company specialised in the Automotive industry acknowledges that it has been informed and has accepted that the Photo Pack contains at least six photographs of the Vehicle concerned.

The Company specialised in the Automotive industry acknowledges that it cannot request and/or obtain a higher number of photographs than that indicated above.

The quality of the contents of the Photo Pack depends on the technology used at the BCA centre concerned.

The contents of the Photo Pack will be of sufficient quality to be downloaded, saved, stored and subsequently put to reasonable use. The Company specialised in the Automotive industry acknowledges that it may not demand a minimum quality or specific format for the contents of the Photo Pack, which it undertakes to download, save, store and use in the format and quality provided.

The Company specialised in the Automotive industry shall be solely and exclusively responsible for saving and/or storing the contents of the Photo Pack on any appropriate medium.

The Company specialised in the Automotive industry acknowledges that it has been informed, and declares that it has accepted that the contents of the Photo Pack will be available for download during a maximum period of three months from the date on which it is declared the Purchaser of the Vehicle concerned. After this period, the contents of the Photo Pack will no longer be available.

Should the Company specialised in the Automotive industry not have downloaded the contents of the Photo Pack within the aforementioned period or, more generally, should it not have saved or stored the contents of the Photo Pack within said three-month period, it acknowledges that it will definitively no longer be able to access or download the contents of the Photo Pack, with no entitlement to any compensation whatsoever.

12.4 – Right to use the contents of the Photo Pack

Notwithstanding the fact that they may be downloaded by the Company specialised in the Automotive industry, the contents of the Photo Pack are and shall remain the exclusive property of BCA, which reserves the right to add any wording and/or watermark to the contents of the Photo Pack indicating said ownership.

BCA grants the Company specialised in the Automotive industry and which is the Purchaser of a Vehicle, a right to use the contents of the Photo Pack, limited to presentation of the Vehicle, on any medium of its choice in order to support sales activities vis-à-vis its own customers (website or third-party website, internal catalogue, etc.). Any other use is prohibited without BCA's prior written consent.

The usage right accordingly granted to the Company specialised in the Automotive industry is non-exclusive and limited to strictly personal use. It does not convey any entitlement to assign, transfer or make the Photo Pack available to any third party whatsoever, by any means whatsoever, whether free of charge or against consideration. The Company specialised in the Automotive industry undertakes not to modify any element of the Photo Pack by any means whatsoever, notably, but not limited to, the electronic files, a reference to BCA's ownership rights added to the contents of the Photo Pack, etc.

12.5 - Interruption and temporary or permanent suspension of the Photo Pack service

BCA reserves the right to temporarily or permanently interrupt or suspend the Photo Pack service, at any time and without having to provide just cause.

BCA shall inform the Company specialised in the automotive industry to this effect by any means.

The Company specialised in the Automotive industry must accept any interruption or temporary or permanent suspension of the Photo Pack service, for any reason and duration whatsoever, without any right to compensation or reduction in the Sale prices as detailed in Appendix 1.

13. Annulment, reservations and claims after the Auction

Each bid placed and each award are final.

BCA accepts the annulment of one vehicle per year and per Purchaser without charging an annulment fee or blocking the account. If the bidder wishes to claim this right, it must submit a request on the online claim form within 24 hours

following the sale. Failing this, the Purchaser will have to pay the full amount.

The second annulment of a sale in the course of a calendar year, requested through the online claim form submitted within 24 hours following the sale, may be accepted and BCA will invoice the Purchaser €500 in annulment fees. The third request for annulment of a vehicle sale in the course of a calendar year will be automatically rejected and the Purchaser's account will be frozen.

Any reservations made about the Vehicle (visible damage, strange noises, missing item, etc.) must be stated in writing as appropriate:

- On the release form, at the time of collecting the Vehicle. The Purchaser then has 24 hours after collecting the vehicle in which to submit a claim.
- On the bill of lading (CMR), dated and signed by the Purchaser and by the driver at the time of delivery. The Purchaser then has 24 hours from the date of delivery in which to submit its claim through the online claim form, in order to enable BCA to respect the statutory time limit of three working days.

Failing this, the Purchaser shall be deemed to have unconditionally accepted the Vehicle and shall not be entitled to make any claim whatsoever.

BCA undertakes to confirm receipt of any claim within 24 hours after it has been issued via the online form and to provide an initial response within five business days.

Only claims submitted in compliance with the above provisions will be considered, provided that:

- They are submitted through the online claims form for the country in which the vehicle was purchased, on the website www.bca.com;
- They concern aspects not mentioned on the Vehicle's description form or on the Technical Assessment, or on any other document;
- They provide the CMR or the issue voucher;
- They provide a photo of the mileage counter showing no more than an additional 50km over the mileage displayed at the time of the sale (a higher mileage will be accepted if the vehicle was transported by a professional driveaway delivery service);
- They provide photos of the damage, if available;
- The vehicle is in same condition as when delivered or collected; no claim will be processed if the vehicle has been worked on or resold.

If necessary, BCA reserves the right to ask the Purchaser to obtain quotes to estimate the cost of the repairs, from a third party (an independent workshop), at the Purchaser's expense, or to attach tests (e.g. engine light activated). Only Companies specialised in the Automotive industry and equipped with an approved/certified workshop will be able to supply a cost estimate themselves.

BCA will not consider claims relating to vehicles:

- Whose selling price is less than €1,500 (excl. tax), excluding selling costs or other taxes;

- With over 180,000 km on the odometer (barring an error in the make, model, fuel type, engine specification, running/non-running status, or damage caused during transport)
- That are more than 10 years old;
- That are sold as Damaged, Non-running or End-of-Life (ELV) vehicles.

For Vehicles stored in BCA centres and covered by a Technical Assessment, only claims concerning gross or blatant errors of description will be considered. The Technical Assessment does not constitute a warranty. Under no circumstances will mechanical problems, unpleasant smells or wearing parts be taken into account. The good working order of the accessories and the front/rear-wheel drive is not tested. The vehicles are not placed on a lift and no claims for hidden defects will be accepted.

Claims relating to technical or bodywork parts, estimated at an amount below €400 exc. VAT, are not accepted.

Other parts excluded from complaints: clutches, brakes, brake pads, gaskets in general, head gaskets, rivets, sparking plugs, battery, alternator belt, electrical parts, alternator, starter, windscreen wiper, brake lining, safety kit, disks, cables, gearbox/automatic gearbox, bumpers (subject to knocks and dents), faulty headlights (lighting system), filters, suspension, shock absorbers, shock absorber bracket, bearings, control arms, belts, turbo. The following parts are also excluded, unless the damage is proven to have been caused by shipping: wheels, wheel rims, tyres, spare wheels, windscreen/window parts, lights.

In the event of a change of VAT scheme after the sale, BCA would be entitled to revise the VAT scheme by means of a credit note or a corrected invoice sent to the Purchaser.

Any inconsistencies in the description between the text and the photos issued by BCA may be the subject of a claim, provided they concern the following elements: make, model, date of first registration, different chassis number shown on the car registration papers, mileage (difference of over 2,000km; ferried vehicles are excluded), type of gearbox, type of power, running/non-running status, vehicle colour, number of seats, number of doors, previous use of the vehicle (ambulance, driving school, taxi or other) or VAT regime applicable to the vehicle.

Should a third party claim ownership of a Sold Vehicle (mortgage, stolen vehicle, etc.), the vehicle's sale may be annulled.

If the Purchaser is a foreign citizen and the phrase "Not for export" is shown on the Vehicle's description form, the Vehicle's sale may be annulled in accordance with the standard conditions and the Purchaser will have to pay the delivery costs if the Vehicle has been delivered.

The Purchaser may lodge a complaint when the vehicle's documents have not been sent to it:

- Within 30 calendar days of payment for the Vehicle, for a Company specialised in the Automotive industry whose business is located in Belgium.
- Within 15 calendar days of receipt of the CMR by BCA, for a Company specialised in the Automotive industry whose business is located abroad.

BCA will not pay any compensation for this delay in sending the documents.

In the event that the documents sent by BCA to the Company specialised in the Automotive industry are lost in the post, and if the postal service provider confirms their loss, the Purchaser may decide to either wait until receiving the duplicate documents or annul the purchase.

In the event that, at the time of sale, BCA informs the Purchaser that the Vehicle has a Certificate of Conformity (COC) and that the Purchaser does not receive it, BCA shall pay compensation in accordance with the price of the COC as indicated on the [EuroCOC](#) website.

On collection of the Vehicle, use of a jump starter by the carrier or the Purchaser to start the Vehicle is under their sole responsibility and no complaint will be accepted in the event of a short circuit.

If the complaint is accepted and if the Purchaser does not wish to annul the Vehicle's purchase, the financial compensation will be determined on the basis of a mutual agreement between the Purchaser and BCA. The compensation must never exceed the Vehicle's purchase price.

Should BCA agree to annul the sale of a delivered Vehicle, no annulment fee will be charged to the Purchaser. BCA and the Company specialised in the Automotive industry shall collaborate to repatriate the Vehicle as cost effectively as possible and the cost of repatriation shall be borne in full by BCA. If there is to be a transfer of ownership, this period may be extended. The Company specialised in the Automotive industry shall not be compensated for any improvements made to the purchased Vehicle or for any expenses incurred, such as maintenance, diagnostics, refurbishing or fuel costs.

If the outcome of the claim entails a payment from BCA to the Purchaser, such payment shall be made within seven business days of settlement of the claim being confirmed to the Purchaser. BCA's reimbursement of the Vehicle to the Purchaser shall be carried out once the Vehicle and documents have been returned to BCA.

14. Warranties

The warranty against hidden defects provided for under Articles 1641 et seq. is notably excluded.

BCA cannot be required to provide any warranty for a Vehicle sold by Auction.

15. Technical and IT security

Under no circumstances may BCA be held liable for any incident, damage, deterioration or event that might affect the computer equipment of the Company specialised in the Automotive industry as a result of said Company accessing the Auctions or downloading, saving, storing or using the contents of the Photo Pack.

Similarly, under no circumstances may BCA be held liable for any technical difficulty, including any problems of compatibility of the programs, computer files and data provided or communicated by BCA with the technical or IT environment of the Company specialised in the Automotive industry. The latter bears sole and exclusive responsibility for its own technical and IT environment. It is the responsibility of the Company specialised in the Automotive industry to maintain and/or obtain any software, program or technical or IT component that enables it to access the Auctions and to download, store and use the contents of the Photo Pack. The Company specialised in the Automotive industry represents and warrants to BCA that it uses only software, programs and technical or IT components for which it lawfully holds all necessary rights or licences.

The Company specialised in the Automotive industry bears sole and exclusive responsibility for its own IT security. In this regard, it undertakes to implement all necessary tools to detect, process and delete any harmful software, program or technical or IT component, including any software, program or technical or IT component that may affect the services provided by BCA, including the contents of the Photo Pack. Regardless of the circumstances, BCA may not be held liable for any incident, damage, deterioration or event of any kind whatsoever that may affect the technical or IT environment of the Company specialised in the Automotive industry.

16. Insurance

BCA certifies that it has taken out an insurance policy covering all the acts and roles it performs in the course of its business as organiser and leader of voluntary auctions of used vehicles. Any Purchaser warrants to BCA that it has contracted all of the insurance necessary for its business and, most notably, that it has taken out all of the insurance policies required to cover the Vehicles from announcement of the winning bid through to their collection.

17. Intellectual property

BCA remains the owner of all of its information, tools, systems, software, documentation, data, databases, trademarks, histories and other Intellectual Property Rights used during the organisation and conduct of Public Auctions. Consequently, the descriptions and reproductions featured on the site are the property of BCA and may not be reproduced for commercial purposes without BCA's express consent.

Any contravention of the foregoing may result in civil and criminal prosecution for the Company specialised in the Automotive industry and permanent deletion of its account.

18. Data protection

BCA undertakes to comply with the General Data Protection Regulation (GDPR) No. 2016/679, which came into force on 25 May 2018, and, generally speaking, with any regulation on data protection.

We are committed to protecting and respecting your privacy.

Due to the specific nature of its business, BCA mainly processes professional data. Nevertheless, it is possible that some of the data processed enables Companies specialised in the Automotive industry to be identified as natural persons.

The data liable to be processed by us consists of:

- Family name, given name and date of birth of the contacts of the Company specialised in the Automotive industry who have access to bca.com;
- Identity papers of the contacts of the Company specialised in the Automotive industry who have access to bca.com;
- E-mail address;
- Mobile phone number.

We do not collect sensitive data.

The purpose of processing personal data is to manage our business relationship and enable you to access the Auction service.

Accordingly, BCA may share the data of the Company specialised in the Automotive industry with other subsidiaries of BCA Europe in the context of a Vehicle purchased during a foreign sale on bca.com. BCA also reserves the right to share the data with the tax authorities when requested to do so.

As part of managing the vehicles delivered by BCA, we share the following data with vehicle transport service providers:

- Family name and given name of the contact of the Company specialised in the Automotive industry who has access to bca.com;
- Delivery address;
- E-mail address;
- Mobile phone number.

Everyone has rights over the way in which their personal data is processed. During the course of our activities we collect, store and process personal data about our customers, suppliers and other third parties, and we recognise that the correct and lawful processing of such data will maintain trust in our organisation and ensure the successful conclusion of business transactions. BCA's privacy and data protection policy is set out in full online on www.bca.com.

19. General provisions, applicable law and competent court

The invalidity or unenforceability of any provision of the General Terms and Conditions shall not affect the remaining provisions.

In the event of dispute, Belgian law alone shall apply and exclusive jurisdiction shall be exercised by the Commercial Court of Brussels.

I hereby declare that I have read and understood BCA's General Terms and Conditions.

Date: ___/___/___

Signature and stamp:

APPENDIX 1

1. Winning bid amount

The winning bid amount is inclusive of VAT.

2. Sale fees

a. VAT

When a vehicle is sold under a recoverable VAT regime, the additional costs follow the same VAT regime and are therefore recoverable under Article 132 of Directive (EU) 2006/112/EC.

VAT cannot be claimed back on certain vehicles. For a vehicle without recoverable VAT, VAT is added to the cost of sale but may not be claimed back by the Purchaser (marginal VAT).

b. Auction fees

Fees applied to online sales are equal to 3.3% exc. VAT of the winning bid amount inc. VAT per vehicle, with a minimum of €395 exc. VAT (except for "€50 Opening Bid" and "Malfunctioning Vehicles" sales, for which a minimum of €340 exc. VAT is applied, and "ELV" sales, for which a minimum of €250 exc. VAT is applied).

The fees applied to European sales of electric vehicles are equal to 2.8% exc. VAT of the winning bid amount inc. VAT per vehicle, with a minimum of €300 exc. VAT.

A flat fee of €175 excluding VAT per vehicle applies for "Leasing" sales.

A flat fee of €150 excluding VAT per vehicle applies for Alphabet Belgium and Alphabet Luxembourg sales.

Administration charges of €100 exc. VAT per vehicle apply to vehicles for export.

c. Fixed sale fees

The fees applied to fixed-price sales are equal to 3.3% exc. VAT of the winning bid amount inc. VAT per vehicle, with a minimum of €395 exc. VAT per vehicle.

The fees applied to "Euroshop" sales are equal to 3% exc. VAT of the fixed price inc. VAT per vehicle, with a minimum of €350 exc. VAT.

Administration charges of €100 exc. VAT per vehicle apply to vehicles for export.

3. Collection fee

A collection fee of €15 exc. VAT is added to the Vehicle invoice.

4. Late payment penalties

The amount of late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

5. Debt collection fees

Fixed fee of €40.

6. Cancellation fees

Fixed fee of €500 exc. VAT per Vehicle.

7. Fees for restoration of access to www.bca.com

Fixed fee of €600 exc. VAT per occurrence.

8. Parking fees

The maximum time allowed for vehicle collection is 13 calendar days from the date of the sale for a running vehicle sold in Belgium and 17 days for damaged and non-running vehicles. For buyers headquartered outside Belgium, the time allowed for collecting a vehicle, whether it is running or not, is 21 days. Thereafter, **parking** fees shall be charged at the rate of **€18 exc. VAT** per additional day.